

Article 1. Agreement, offer and confirmation

1. These general terms and conditions apply to the formation of, the content of, and the compliance with all the agreements between Eleventy-one and the client, excepting the client's conditions (of purchase).
2. Offers are without obligation, unless the offer states a time limit for acceptance. Quotations may change as result of unexpected changes to the work. The prices mentioned in the offer exclude V.A.T., or other governmental taxes that may apply, possible costs that are made in the context of the agreement, including travel and accomodation expenses, forwarding charges and administration costs, unless stated otherwise. Mentioned rates and proposals do not automatically apply to future commissions.
3. Eleventy-one can not be held to the agreement when the client can reasonably be expected to understand that the agreement, or any element of it, may contain an apparent (clerical) error.
4. Commissions must be confirmed in writing by the other party. If the client neglects to do this, but nevertheless agrees that Eleventy-one can commence executing the order, the contents of the offer will apply as if agreed upon. Further verbal agreements and clauses shall be binding for Eleventy-one only if confirmed in writing.
5. In case Eleventy-one does not always demand strict compliance to the above rules, this does not mean that these conditions do not apply, or that Eleventy-one would in any way whatsoever lose the right to demand the strict compliance of these conditions in other cases.

Article 2. Contract length; implementation periods, risk transfer, execution and alteration of the agreement

1. The agreement between Eleventy-one and the client shall apply for an indeterminate period of time, unless this is altered by the nature of the agreement, or in case both parties explicetely (and in writing) agree otherwise.
2. When a time limit for the execution of certain work activities, or for the delivery of certain goods, is agreed upon or specified, this time limit is never terminal. In case Eleventy-one exceeds a time limit, Eleventy-one must be given notice of default by the client. Eleventy-one should then be given a reasonable period of time to execute the agreement.
3. Eleventy-one will execute the agreement to the best of his abilities, and according to his professional judgement, based on the current knowledge.
4. Eleventy-one reserves the right to extend certain work activities to third parties. This will happen only in consultation with the client. The applicability of article 7:404 (executing by particular individual), 7:407 paragraph 2 (joint and several liability) and 7:409 BW (death of particular individual) are explicitly excluded.
5. In case work activities, either by Eleventy-one or by third parties commissioned by Eleventy-one, in the context of the commission, are executed at the location of the client, or at a location appointed by the client, the client shall ensure the (appropriate) requested facilities by those employees free of charge.
6. The client shall ensure that all information, which Eleventy-one indicates as necessary, or which the other party reasonably should understand to be required for executing the agreement, is timely provided to Eleventy-one. If the required information for the execution of the agreement is not provided to Eleventy-one in time, Eleventy-one reserves the right to suspend the agreement, and/or charge the client extra costs which derive from the delay, in

accordance to the usual rates.

7. In case during the execution of the agreement it becomes evident that, for a proper execution there-of, it is required to amend or supplement the agreement, both parties shall, timely and in mutual agreement, proceed to adjust the agreement accordingly. If the nature, extent or content of the agreement is amended, according to the requests by the client, competent authorities etc. or not, and the agreement is therefore altered in quality and/or quantity, this can have consequences for the agreement as it was originally agreed upon. As a result of this, the costs that are originally jointly agreed upon may be raised or reduced. In this situation, Eleventy-one will give quotation in advance as accurately as possible. The client accepts the possibility of amending the agreement, including the changes in price and time limit of the execution.
8. If the agreement is amended (this includes supplements), Eleventy-one reserves the right to execute the agreement only after the client has accepted the quoted price for the execution, and other conditions, including the then determined time at which the execution will commence. The failure to (immediately) execute the amendments in the agreement does not result in a breach of contract by Eleventy-one, and is no ground for the client to terminate the agreement.
9. Without being in default, Eleventy-one can refuse a request to amend the agreement, if this would have any qualitative or quantitative effect on the work activities to be undertaken or the good that are to be supplied.

Article 3. Termination, interim termination and cancellation of the agreement.

1. If the client terminates the agreement, he will have to pay the fees and the costs incurred during the work already carried out.
2. If Eleventy-one cancels the agreement as the consequence of a shortcoming in fulfillment of the agreement on the part of the client, the client shall, besides compensating damages, pay for the fees and costs incurred during the work already carried out. Actions on account of the client causing Eleventy-one to be unable to comply to the agreement made are to be seen as shortcoming in fulfillment on the part of the client
3. Parties can terminate the agreement at any time, if one of them is of the opinion that the execution of the agreement can no longer continue, conform the agreement as it has been agreed upon, and later additional specifications of the agreement, if any. This shall be made known to the client, motivated and in writing. If the client carries out an interim termination of the agreement, Eleventy-one is entitled to compensation, according to the resulting demonstrable property loss. Eleventy-one can only terminate the agreement as a result of facts and circumstances that escape his influence and that he cannot be held accountable for, and which prevent him from completing the agreement. Eleventy-one reserves claim to payment for the declarations for the work activities carried out up until that point, at which time, with reservations, the preliminary results of that work will be made available to the other party. Insofar as this will lead to extra costs, these costs will be charged. In case one of the parties is declared to be in a state of bankruptcy, applies for a moratorium on the payment, or ceases operation, the other party has the right to terminate the agreement immediately and without compliance to a period of notice, subject to the reservation of rights.
4. In case of termination of the agreement by the client due to shortcoming in fulfillment by Eleventy-one, the services already provided and the corresponding obligation to payment will not be made subject to avoidance, unless the client can prove that Eleventy-one is in default in respect to these services. Amounts connected to that which Eleventy-one, in accordance with the execution of the agreement, has already duly performed,* invoiced previous to the termination of the agreement, remain to be fully compensated, in compliance to what is specified in the proceeding sentence, and are made repayable on demand at the

moment of termination.

5. In case the activities of Eleventy-one consist of repeatedly performing similar services, then the applicable agreement will apply for an indeterminate period, unless agreed upon otherwise in writing (see article 2.1). This agreement can only be terminated by written notice, in compliance to a reasonable period of notice of at least one month.

Article 4. Payment

1. Payments must be made within a period of 14 days after the invoice date. In case after the expiry of this period no (complete) payment has been received by Eleventy-one, the client is in default and will bear interest charges equal to the statutory interest. All costs made, such as legal expenses, judicial and extrajudicial costs, including the costs of legal assistance, bailiffs, and debt-collection agencies, shall be borne by the client. The extrajudicial costs will be put at at least 10 percent of the amount invoiced.
2. Eleventy-one reserves the right to charge his fees for work carried out and costs made in connection to the execution of the agreement on a monthly basis. The worktime spent is subsequently invoiced monthly. Clear specifications will be added to the invoice, showing the exact activities which have been carried out.
3. The client shall make the payment to Eleventy-one without any kind of discount or alteration, except settlements related to advance payments, which he has provided to Eleventy-one and are included in the agreement. The client is not entitled to suspend payments of invoices of already executed work activities.
4. In case payment is not made, Eleventy-one can suspend the execution of the agreement, with appeal to the right to suspend performance.

Article 5. Guaranties, limitation period, and indemnities.

1. The client is not entitled to any guarantees, if the error is a result of circumstances on which Eleventy-one has no influence, including weather conditions (such as, but not exclusively, extreme rain or heat) et cetera.
2. By derogation from the statute of limitations, the limitation period of all claims to and defenses against Eleventy-one and third parties involved by Eleventy-one will be one year.
3. The client shall hold Eleventy-one harmless for third party claims, which suffer damages related to the execution of the agreement and whose cause is attributable to others. In case Eleventy-one is as such approached by third parties, the client shall give support to Eleventy-one, both judicial and extrajudicial, and by immediately doing all that is to be expected of him in that case. If the client defaults on taking adequate actions, Eleventy-one is, without notice of default, entitled to take those actions. All costs and damages suffered by Eleventy-one and third parties having thus arisen, shall integrally be borne by the client.

Article 6. Liability.

1. In case Eleventy-one is liable, this liability is limited to that which is mentioned in these conditions.
2. Eleventy-one is not liable for damages, of any kind, caused by actions by Eleventy-one based on incorrect or incomplete data provided by the client.
3. In case Eleventy-one is liable to some kind of damage, this liability is limited to the amount of the fees that Eleventy-one has received for work activities in the context of the commission he has received. For commissions lasting longer than half a year, there is a further restriction of the liability referred to here, of a maximum of the invoice amount of the last six months.
4. The liability of Eleventy-one is in any case limited to the amount paid by his insurer in that

- particular case.
5. Eleventy-one is exclusively liable for direct damage.
 6. To 'direct damage', the following definition shall apply: the reasonable costs made for determining the cause and extent of the damage, insofar as the determination concerns damage as defined in these conditions, the reasonable costs made to make the inadequate performance of Eleventy-one level with the agreement, for as much as these costs can be attributed to Eleventy-one, and the reasonable costs made to prevent or limit the damage, insofar as the client can show that these costs have lead to a limitation of the damage as it is defined in these conditions. Eleventy-one is never liable for indirect damage, including consequential loss, profits foregone, lost savings, and loss due to business stagnation.
 7. None of the limitations of liability specified in this article apply if the damage is the cause malign intent or gross negligence on the part of Eleventy-one.

Article 7. Confidentiality.

1. Eleventy-one is under an obligation of secrecy concerning all information and data of the client towards third parties. Eleventy-one will take all possible precautions, in the context of the agreement, to protect the interests of the client. The client will not give out information about Eleventy-one's modes of operation, nor the reports drawn up by Eleventy-one in the context of the agreed activities, unless permission to do so is granted in writing

Article 8. Intellectual ownership.

1. Eleventy-one reserves the rights and powers which he holds based on the copyright act, and other intellectual property laws and regulations. Eleventy-one reserves the right to use the knowledge gained by him through the execution of the agreement for other purposes, insofar as he does not transfer strictly confidential information about or belonging to the client to any third parties.

Article 9. Applicable law and disputes.

1. All legal relations in which Eleventy-one is a party, are exclusively subject to Dutch law, also when an undertaking is partially or completely executed in another country or when the other party involved in the legal relationship is domiciled there.
2. The court in Eleventy-one's location will have exclusive jurisdiction to hear disputes, unless the law forcibly prescribes otherwise. Nonetheless, Eleventy-one reserves the right to submit the dispute to the court competent under the law.
3. The parties involved will only appeal the court after every effort has been made to settle any dispute between them in close consultation.